

Application for a Zoning Amendment



Department of Planning, Building and Development
Room 166, Noel C. Taylor Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011
Phone: (540) 853-1730 Fax: (540) 853-1230

[Click Here to Print](#)

Date: Sep 22, 2015

Submittal Number:

Amended Application No. 1

Request (select all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Rezoning, Not Otherwise Listed | <input type="checkbox"/> Amendment of Proffered Conditions |
| <input type="checkbox"/> Rezoning, Conditional | <input checked="" type="checkbox"/> Amendment of Planned Unit Development Plan |
| <input type="checkbox"/> Rezoning to Planned Unit Development | <input type="checkbox"/> Amendment of Comprehensive Sign Overlay District |
| <input type="checkbox"/> Establishment of Comprehensive Sign Overlay District | |

Property Information:

Address: Pheasant Ridge Road Roanoke VA 24014

Official Tax No(s): 5460124, 5470301, 5470302, 5470303, 5470304, 5470305, 5470306, 5470307, 5470308

Existing Base Zoning:
(If multiple zones, please manually enter all districts.)

INPUD, Institutional Planned Unit Development

- ☒ With Conditions
☐ Without Conditions

Ordinance No(s). for Existing Conditions (If applicable):

40190

Requested Zoning: INPUD, Institutional Planned Un

- ☒ With Conditions
☐ Without Conditions

Proposed
Land Use:

Group Care Facility, Congregate Home, Elde

Property Owner Information:

Name: PR Homes, LLC

Phone Number: +1 (540) 774-7762

Address: 4423 Pheasant Ridge Road Suite 301 Roanoke VA 24014

E-Mail: aholmes@smithpackett.com

Property Owner's Signature:

James R. Smith, Chairman Manager

Applicant Information (if different from owner):

Name: PRMC, LLC

Phone Number: +1 (540) 774-7762

Address: 4423 Pheasant Ridge Road Suite 301 Roanoke VA 24014

E-Mail: aholmes@smithpackett.com

Applicant's Signature:

James R. Smith, Chairman Manager

Authorized Agent Information (if applicable):

Name: James R. Smith

Phone Number: +1 (540) 774-7762

Address: 4432 Pheasant Ridge Road Suite 301 Roanoke VA 24014

E-Mail: aholmes@smithpackett.com

Authorized Agent's Signature:

James R. Smith chairman Manager

Zoning Amendment Application Checklist



The following must be submitted for **all** applications:

- ☐ Completed application form and checklist.
- ☐ Written narrative explaining the reason for the request.
- ☐ Metes and bounds description, if applicable.
- ☐ Filing fee.

For a **rezoning not otherwise listed**, the following must also be submitted:

- ☐ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures.

For a **conditional rezoning**, the following must also be submitted:

- ☐ Written proffers. See the City's Guide to Proffered Conditions.
- ☐ Concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures. Please label as 'development plan' if proffered.

For a **planned unit development**, the following must also be submitted:

- ☐ Development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.

For a **comprehensive sign overlay district**, the following must be submitted:

- ☐ Comprehensive signage plan meeting the requirements of Section 36.2-336(d)(2) of the City's Zoning Ordinance.

For an **amendment of proffered conditions**, the following must also be submitted:

- ☐ Amended development or concept plan meeting the Application Requirements of item '2(c)' in Zoning Amendment Procedures, if applicable.
- ☐ Written proffers to be amended. See the City's Guide to Proffered Conditions.
- ☐ Copy of previously adopted Ordinance.

For a **planned unit development amendment**, the following must also be submitted:

- ☐ Amended development plan meeting the requirements of Section 36.2-326 of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a **comprehensive sign overlay amendment**, the following must also be submitted:

- ☐ Amended comprehensive signage plan meeting the requirements of Section 36.2-336(d) of the City's Zoning Ordinance.
- ☐ Copy of previously adopted Ordinance.

For a proposal that requires a **traffic impact study** be submitted to the City, the following must also be submitted:

- ☐ A Traffic Impact Study in compliance with Appendix B-2(e) of the City's Zoning Ordinance.

For a proposal that requires a **traffic impact analysis** be submitted to VDOT, the following must also be submitted:

- ☐ Cover sheet.
- ☐ Traffic impact analysis.
- ☐ Concept plan.
- ☐ Proffered conditions, if applicable.
- ☐ Required fee.

*An electronic copy of this application and checklist can be found at www.roanokeva.gov/pbd by selecting 'Planning Commission' under 'Boards and Commissions'. A complete packet must be submitted each time an application is amended, unless otherwise specified by staff.

Signature Page to Zoning Amendment Application

Tax Map No.: 5461024

Property Address: 4414 Pheasant Ridge Road, SW

Tax Map No.: 5470301

Property Address: 0 Griffin Road, SW

Tax Map No.: 5470302,

Property Address: 4345 Griffin Road, SW,

Tax Map No.: 5470303,

Property Address: 0 Griffin Road, SW,

Tax Map No.: 5470304,

Property Address: 0 Griffin Road, SW,

Tax Map No.: 5470305,

Property Address: 0 Griffin Road, SW,

Tax Map No.: 5470306,

Property Address: 0 Van Winkle Road, SW,

Tax Map No.: 5470307

Property Address: 0 Van Winkle Road, SW

Tax Map No.: 5470308,

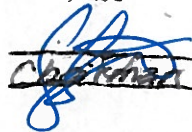
Property Address: 0 Van Winkle Road, SW,

Signature of Owner:

PR Homes, LLC *

By:

Its:


Chairman manager

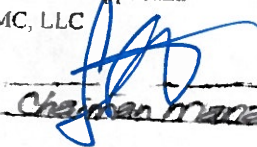
James R. Smith

Signature of Applicant:

PRMC, LLC

By:

Its:


Chairman manager

James R. Smith

- * PR Homes, LLC succeeded to the ownership of real estate or any interest in real estate pursuant to merger with A&J Holdings, LLC, Dalton Place, LLC, Van Winkle, LLC, Integra Investment, LLC and Pheasant Ridge Holders, LLC effective as of December 31, 2008. A copy of the certification from the Virginia State Corporation Commission is attached evidencing the same.

Location Map



Adjoining Property Owners

Owner	Property Address	Tax ID	Mailing Address
Paige Paul Andrew & Joy Faye	4323 Griffin Rd SW	5470206	4323 Griffin Rd SW Roanoke, VA 24014
PR Homes LLC	0 Griffin Rd SW	5470413	4423 Pheasant Ridge Rd Suite 301 Roanoke VA 24014
DNAL Holdings I LLC	4334 Griffin Rd SW	5470412	4423 Pheasant Ridge Rd Suite 301 Roanoke VA 24014
DNAL Holdings I LLC	0 Griffin Rd SW	5470411	4423 Pheasant Ridge Rd Suite 301 Roanoke VA 24014
Claytor Henry J JR & Carolyn D	4350 Griffin Rd SW	5470410	4350 Griffin Rd SW Roanoke VA 24014
TRS First Baptist Church	0 Griffin Rd SW	5470409	310 N Jefferson St Roanoke, VA 24016
Webb Richard B JR	4372 Griffin Rd SW	5470408	4372 Griffin Rd SW Roanoke, VA 24000
Paige Paul Andrew & Joy Faye	4404 Van Winkle Rd SW	5470712	4323 Griffin Rd SW Roanoke, VA 24014
Muse Ruby Marie	4422 Van Winkle Rd SW	5470713	4422 Van Winkle Rd SW Roanoke, VA 24014
Edwards Gloria M	4437 Van Winkle Rd SW	2470310	4437 Van Winkle Rd SW Roanoke, VA 24014
Roanoke IL Investors, LLC	4428 Pheasant Ridge Rd SE	5460165	4423 Pheasant Ridge Rd SW Suite 301 Roanoke, VA 24014
Pheasant Ridge Office Buildings LLC	4423 Pheasant Ridge Rd SW	5470130	4423 Pheasant Ridge Rd SW Suite 301 Roanoke, VA 24014
Pheasant Ridge Office Buildings LLC	4419 Pheasant Ridge Rd SW	5470129	4423 Pheasant Ridge Rd SW Suite 301 Roanoke, VA 24014
Ventas Pheasant Ridge LLC	4435 Pheasant Ridge Rd SW	5460130	21001 N Tatum BLVD STE 1630-630 Phoenix, AL 85050
Brixmor GA Apollo I Sub Holdings LLC	4210 Franklin Rd SW	5470116	PO Box 4900 Dept 124 Scottsdale, AZ 85261
Rye Charles W	4384 Van Winkle Rd SW	5470711	4324 Van Winkle Rd SW Roanoke, VA 24014

**Amendment Rezoning Application No.1
Supporting Documents**

Tax No. 5460124, 5470301, 5470302, 5470303,
5470304, 5470305, 5470306, 5470307 and 5470308

City of Roanoke, Virginia

Project Name: Pheasant Ridge Memory Care

Project Location: Pheasant Ridge Road, Roanoke,
Virginia

Proposed Zoning: INPUD

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Legal Description

BEGINNING at an existing iron pin lying on the northerly right-of-way of the terminus of Pheasant Ridge Road, SW, a variable width public right-of-way, and Pheasant Ridge Road, SW, a 40-foot private right-of-way, common corner of the property of Brixmor GA Apollo I SUB Holdings, LLC (Instrument # 120009239) and the herein described tract; thence leaving the said northerly right-of-way of Pheasant Ridge Road, SW and with the common line of the aforesaid property of Brixmor GA Apollo I SUB Holdings, LLC the following two (2) courses; N 38° 34' 31" W for a distance of 79.17 feet to an existing iron pin; thence N 38° 28' 51" W for a distance of 81.27 feet to an existing iron pipe at the corner of the property of Paul Andrew Paige and Joy Faye Paige (Instrument # 0020005882); thence leaving the said property of Brixmor GA Apollo I SUB Holdings, LLC and with the line of the aforesaid property of Paul Andrew Paige and Joy Faye Paige the following four (4) courses; N 51° 32' 17" E for a distance of 207.12 feet to an existing iron pipe; thence N 49° 35' 04" E for a distance of 311.79 feet to a point; thence N 42° 58' 32" W for a distance of 6.89 feet to a point; thence with a curve to the right having a delta angle of 135° 00' 00", a radius of 14.50 feet, a chord bearing and distance of N 24° 31' 28" E, 26.79 feet to a point on the southerly right-of-way of Griffin Road, SW, a 50-foot public right-of-way; thence leaving the said property of Paul Andrew Paige and Joy Faye Paige and with the southerly right-of-way line of Griffin Road, SW the following four (4) courses; S 87° 58' 32" E, passing an existing iron pin at a distance of 154.37 feet, a total distance of 275.04 feet to a point; thence with a curve to the left having a delta angle of 19° 24' 50", a radius of 116.80 feet, a chord bearing and distance of N 82° 17' 53" E, 39.39 feet to a point; thence N 72° 35' 28" E, passing an existing iron pin at a distance of 141.04 feet and passing an existing iron pin at a distance of 230.95 feet, a total distance of 344.46 feet to a point; thence with a curve to the right having a delta angle of 68° 49' 43", a radius of 73.21' feet, a chord bearing and distance of S 72° 59' 40" E, 82.75 feet to a point at the southwesterly intersection of the said Griffin Road, SW and the westerly right-of-way of Van Winkle Road, SW, a 50-foot public right-of-way; thence leaving the southerly right-of-way of the said Griffin Road, SW and with the aforesaid westerly right-of-way of Van Winkle Road, SW, S 38° 34' 49" E for a distance of 220.07 feet to corner of Lot 10A, Block 11, Section 2, Southern Hills (Map Book 1, Page 3423), the property of Gloria M. Edwards (Instrument #140000594); thence leaving the said westerly right-of-way of Van Winkle Road and with the northwesterly line of the aforesaid property of Gloria M. Edwards, S 51° 15' 28" W for a distance of

199.80 feet to a point on the northeasterly line of the property of Roanoke IL Investors, LLC (Instrument # 120005370); thence leaving the said property of Gloria M. Edwards and with the line of the aforesaid property of Roanoke IL Investors, LLC the following four (4) courses; N 38° 31' 22" W for a distance of 50.45 feet to an existing iron pin; thence S 44° 05' 23" W for a distance of 199.10 feet to a point; thence S 63° 46' 17" W for a distance of 372.94 feet to a point; thence S 23° 35' 16" W for a distance of 354.15 feet to a point on the northerly right-of-way of the aforesaid Pheasant Ridge Road, SW (private 40' right-of-way); thence leaving the said property of Roanoke IL Investors, LLC and with the northerly right-of-way line of the aforesaid Pheasant Ridge Road, SW (private 40' right-of-way) the following seven (7) courses; N 27° 24' 40" W for a distance of 57.33 feet to a point; thence with a curve to the left having a delta angle of 24° 44' 04", a radius of 230.00 feet, a chord bearing and distance of N 39° 46' 42" W, 98.52 feet to a point; thence N 52° 08' 44" W for a distance of 68.27 feet to a point; thence with a curve to the right having a delta angle of 34° 29' 37", a radius of 105.00 feet, a chord bearing and distance of N 34° 53' 56" W, 62.26 feet to a point; thence N 17° 39' 07" W for a distance of 31.00 feet to a point; thence with a curve to the left having a delta angle of 91° 34' 57", a radius of 130.00 feet, a chord bearing and distance of N 63° 26' 35" W, 186.37 feet to a point; thence S 70° 45' 56" W for a distance of 8.37 feet to an existing iron pin, the POINT OF BEGINNING, containing 11.3763 acres.

Narrative

Description of Proposed Use and Development

The purpose of the requested rezoning application to INPUD is to permit the Applicant to construct group care facility, congregate home, elderly group care facility, nursing home dwelling, multifamily, elderly on those certain tracts of real property designated as tax parcel numbers 5460124, 5470301, 5470302, 5470303, 5470304, 5470305, 5470306, 5470307, 5470308, containing, in the aggregate, approximately 11.38 acres (collectively, the "Property"). It is anticipated that there will be a sixty four (64) unit memory care building and a ninety (90) unit assisted living building all as shown on the Development Plan attached hereto. The exterior recreational amenities will include internal walkways that tie into the existing walkways on adjacent parcels.

All infrastructure will be planned and constructed as required by the applicable City, state and federal laws and regulations. In addition to applicable code requirements, the site development standards for building placement, parking locations, pedestrian paths, impervious areas and architectural elements will be governed by the development standards shown on the Development Plan. To the extent the proposed development impacts trees or landscaping on any adjacent parcels, the Applicant shall return any impacted areas to substantially the same condition that existed prior to any development.

Justification for Change

The Property was rezoned to MXPUD, Mixed Use Planned Unit Development, in August of 2006 to permit the construction of upscale condominiums. The 2006 Development Plan included six (6) buildings containing one hundred and sixty (160) condominiums with a portion of the parking serving the development to be located beneath the buildings. In 2007, the approved MXPUD was amended to permit a variable width buffer behind the proposed retaining wall to accommodate a storm water conveyance channel. In 2013 the Development Plan was amended to include 6 multifamily buildings and a clubhouse with surface parking to serve the buildings.

In 2015 the Development Plan was amended to a four story assisted living building and a one story memory care building. The market demand for memory care is significant with the changing demographics. The project will be phased into 2 components, so this request is to flip the buildings to allow the memory care building (Phase I) closer to Pheasant Ridge Road and disturb less area during phase I construction.

Both memory care and assisted living facilities will meet an ever-increasing need in the community to provide safe, affordable housing to our aging population. The proposed use will complement the existing senior housing Pheasant Ridge Community. As Pheasant Ridge residents continue to age, the new memory care and assisted living facilities will help to meet the continuum of care necessary to provide seniors the ability to stay within the same community that they have become accustomed to.

Based on the foregoing, Applicant requests the modification to the existing zoning ordinances to enable new assisted living and memory care to be constructed on the Property in accordance with this Application.

Impact to Surrounding Neighborhood

The rezoning request will not significantly impact the surrounding areas from the current zoning.

Based on this requested change in use, there would be a zero change in traffic flow in and out of the community as it is unlikely that residents of the memory care and assisted living facilities will have access to or regularly use personal vehicles for travel. However, as noted in 2006, a portion of the Property was previously zoned for office use and the change to condominiums had previously lessened the traffic impact. In 2013, the property was zoned for multifamily use. That remains the case under the proposed amendment. In addition, there remains no connection with Griffin Road or Van Winkle Road.

The locations of the buildings have been flipped. This allowed for an additional exit for fire and deliveries as part of Phase I construction. The one-story memory care building will be closer to Pheasant Ridge and will be constructed first to decrease the impact on the neighborhood of construction during Phase I. The building will also have an increased visibility to Pheasant Ridge Road. By flipping the buildings the retaining wall along Griffin Road was eliminated. Additionally, because the proposed use is for senior housing and care facilities, there will be no impact to local schools and limited traffic impact.

Availability of other similarly zoned properties in the area

The availability of similarly zoned properties in the general area is virtually nonexistent. There have been no new senior housing communities in the City for many years, and the proposed new memory care and assisted living facilities will help to meet the growing need of the senior population in our community.

Relationship to the City's Comprehensive Plan and the Southern Hills Neighborhood Plan

The requested changes to the existing ordinances are generally consistent with the Vision 2001-2012 Comprehensive Plan and the Southern Hills Neighborhood Plan based on the following:

1. The proposed land use is consistent with the future land use plan identified in the Comprehensive Plan and will contribute to Roanoke's overall housing mix by providing senior housing.
2. The Development Plan shows a connectivity with the Pheasant Ridge Community through a walking trail and complimentary exterior elevations.

3. The requested amendment supports the continued mixed density of the overall development of Pheasant Ridge.
4. The proposed plan has landscaping provided and the walking trails connect the development to adjacent parcels.
5. Although there is no connectivity to Griffin Road and Van Winkle Road, these rural roads are narrow with no sidewalks or areas for pedestrians to safely traverse and cannot handle any additional capacity. The benefit of having a connection is negated by the addition of traffic on streets that cannot safely support the added traffic.
6. The Applicant has modified its plan to the extent reasonably possible to limit the construction on steep slopes and will design the development to ensure adequate erosion control and stormwater management measures.

Exhibits

Development Plan

See Exhibit A-1 attached

CRIME TABLE						
CRIME	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	116.80'	39.58'	19.68'	39.39'	N 82°17'53" E	19°24'50"
C2	73.61'	81.95'	50.15'	82.75'	S 75°04'07" E	88°48'43"
C3	223.00'	98.26'	50.45'	98.57'	S 129°56'42" W	24°44'04"
C4	105.00'	63.21'	32.60'	62.26'	N 44°53'58" W	28°29'37"
C5	130.00'	207.79'	133.63'	186.37'	N 57°38'55" E	135°00'00"
C6	14.50'	34.16'	33.07'	26.73'	N 42°31'02" E	135°00'00"

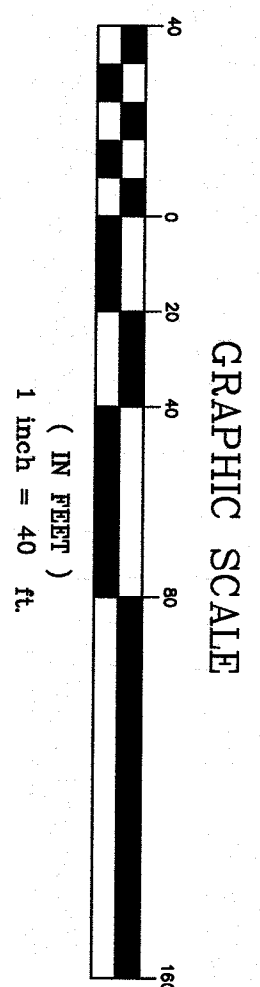


EXHIBIT "A-1"

DEVELOPMENT PLAN
FOR
PHEASANT RIDGE
MEMORY CARE & ASSISTED LIVING

4414 PHEASANT RIDGE ROAD, SW

PREPARED FOR
SMITH/PACKETT MED-COM, LLC
ROANOKE, VIRGINIA

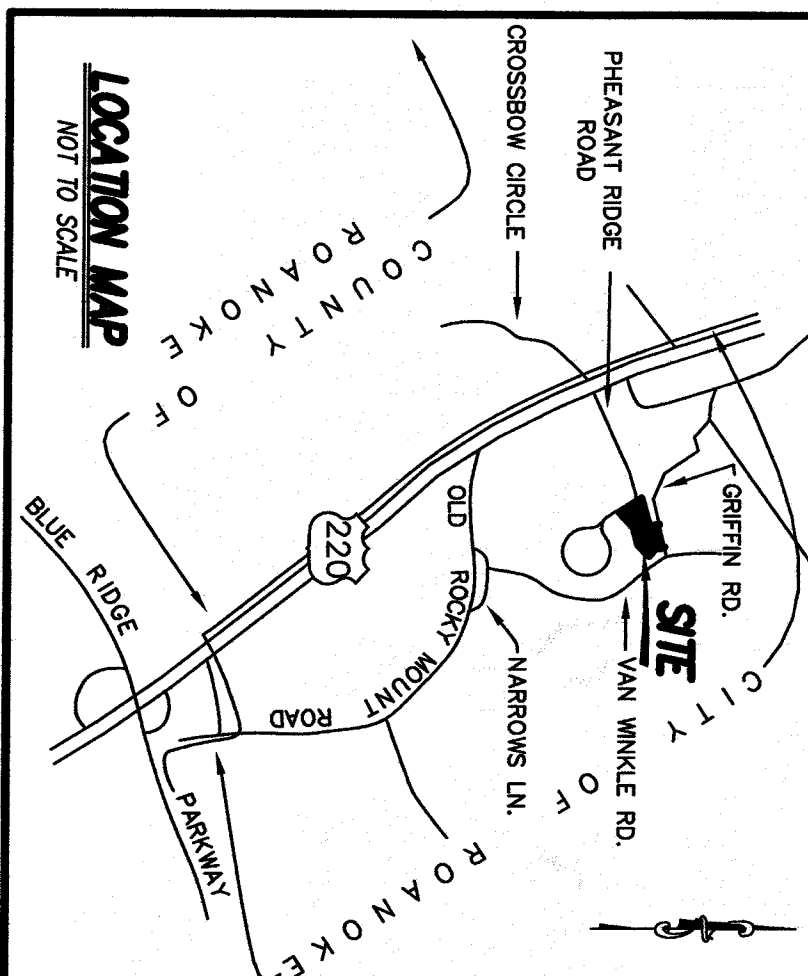
DATE:	AMENDED: Sept. 21, 2015	September 4, 2015
COMM. NO.:		14-247
SCALE:		1"=50'



LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

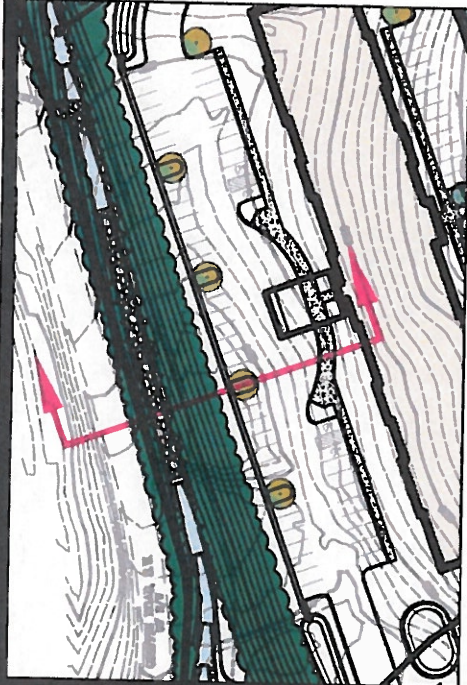
4664 BRAMBLETON AVENUE, SW
P.O. BOX 20669
ROANOKE, VIRGINIA 24018

PHONE: (540) 774-4411
FAX: (540) 772-9445
E-MAIL: MAIL@LUMSDENPC.COM



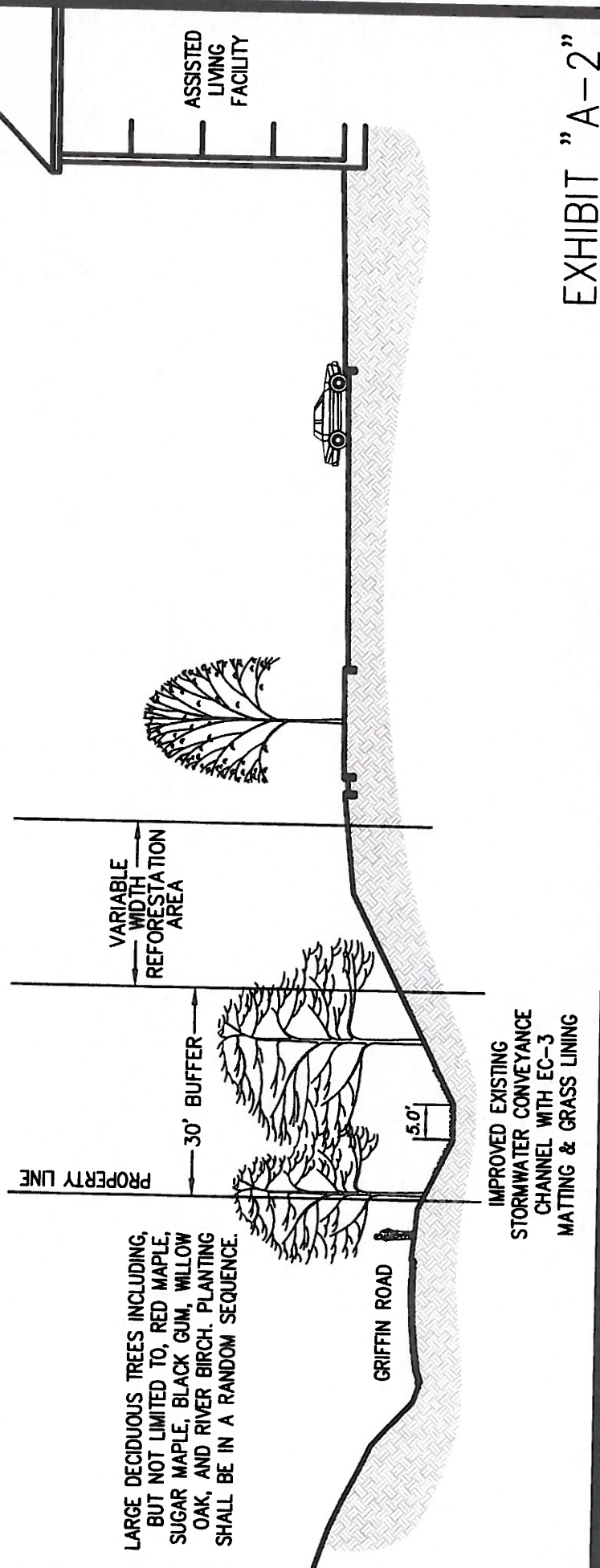
Stormwater Conveyance Channel

See Exhibit A-2 attached



SECTION LOCATION

NOTE:
THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY.
THE FINAL LOCATION AND SPECIES OF PLANT MATERIALS
WILL BE ESTABLISHED WITH THE SITE DEVELOPMENT
PLANS, AND ARE SUBJECT TO THE REVIEW AND
APPROVAL OF ROANOKE CITY STAFF.



LARGE DECIDUOUS TREES INCLUDING,
BUT NOT LIMITED TO, RED MAPLE,
SUGAR MAPLE, BLACK GUM, WILLOW
OAK, AND RIVER BIRCH. PLANTING
SHALL BE IN A RANDOM SEQUENCE.

EXHIBIT "A-2"

DATE:	September 4, 2015
SCALE:	NO SCALE
COMM. NO.:	14-247

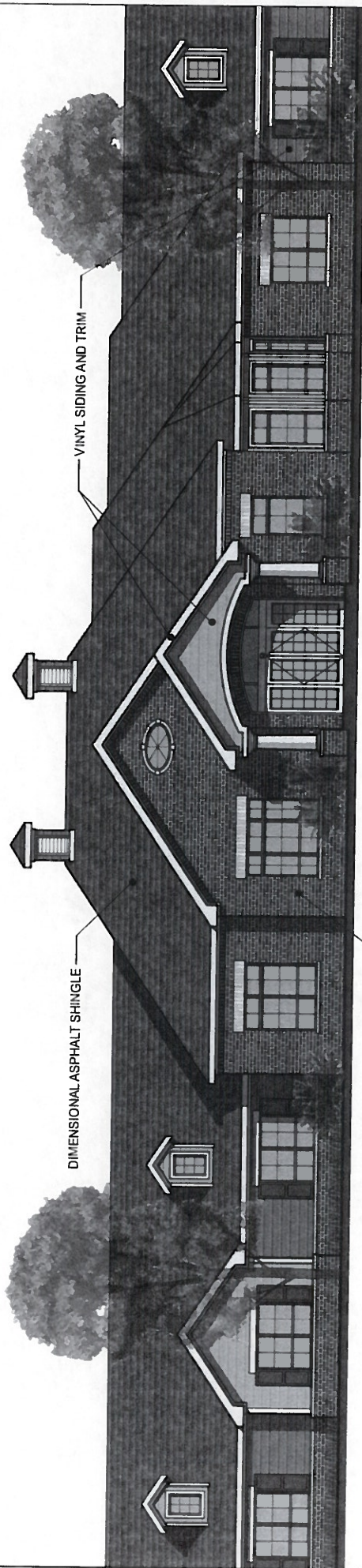
4664 BRAMBLETON AVENUE
P.O. BOX 20669
ROANOKE, VIRGINIA 24018
PHONE: (540) 774-4411
FAX: (540) 772-9445
E-MAIL: MAIL@LUMSDENPC.COM

LUMSDEN ASSOCIATES, P.C.
ENGINEERS-SURVEYORS-PLANNERS
ROANOKE, VIRGINIA

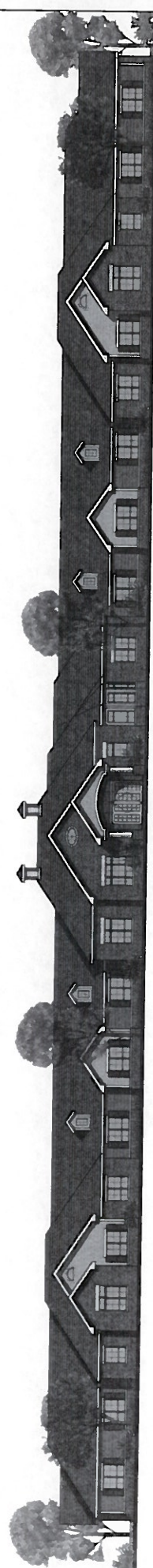


Elevations Memory Care

See Exhibit B-1 attached



ENTRY DETAIL
SCALE: 1/4" = 1'-0"



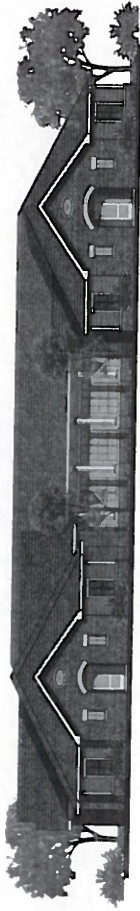
FRONT ELEVATION (NW)
SCALE: 3/32" = 1'-0"

PHEASANT RIDGE MEMORY CARE
CONCEPTUAL ELEVATIONS
ROANOKE, VIRGINIA

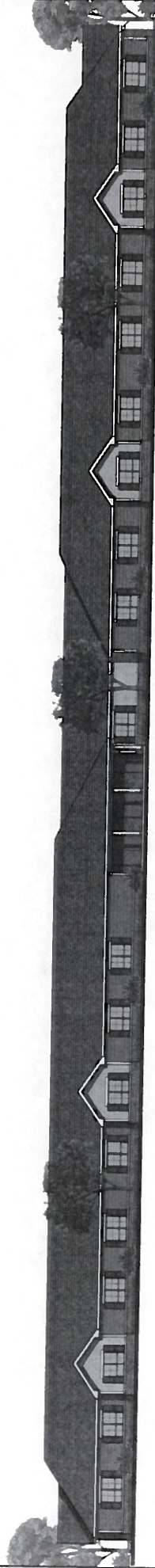
SMITH/PACKETT
re-inventing health care development

GAYLEN HOWARD LAING ARCHITECT

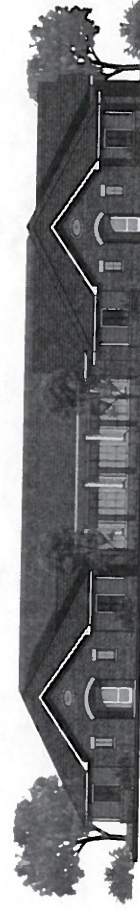
ARCHITECTURE INTERIOR DESIGN PLANNING
1320 WEST PARKDR. MILL ROAD SUITE 100 ARLINGTON, TEXAS 76012 817/601-7200



SIDE ELEVATION (SW)
SCALE: 3/32" = 1'-0"



REAR ELEVATION (SE)



SIDE ELEVATION (NE)
SCALE: 3/32" = 1'-0"

GAYLEN HOWARD LAING ARCHITECT

ARCHITECTURE INTERIOR DESIGN PLANNING

300 WEST RANDOLPH MILL ROAD SUITE 100 ARLINGTON TEXAS 76012 817/651-1200

PHEASANT RIDGE MEMORY CARE
CONCEPTUAL ELEVATIONS
ROANOKE, VIRGINIA



SMITH/PACKETT
re-inventing health care development

Elevations Assisted Living

See Exhibit B-2 attached

DIMENSIONAL ASPHALT SHINGLE

FIBER CEMENT SIDING AND TRIM

BRICK OR SPLIT FACE CMU

ENTRY DETAIL
SCALE: 3/16" = 1'-0"

54 FT +/-

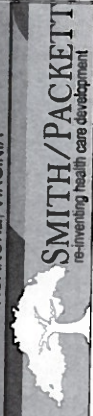
FRONT ELEVATION (NW)
SCALE: 3/32" = 1'-0"

GAYLEN HOWARD LAING ARCHITECT

ARCHITECTURE INTERIOR DESIGN PLANNING

5300 WEST RANDOLPH ROAD SUITE 100 ARLINGTON TEXAS 76012 817/861-7200

PHEASANT RIDGE ASSISTED LIVING
CONCEPTUAL ELEVATIONS
ROANOKE, VIRGINIA



Previously Adopted Ordinance

See Exhibit C Attached

ZONING: Pursuant to Resolution No. 25523 adopted by the Council on Monday, April 6, 1981, the City Clerk having advertised a public hearing for Monday, March 16, 2015, at 7:00 p.m., or as soon thereafter as the matter may be heard, on a request of PR Homes, LLC, that property located at 4414 Pheasant Ridge Road, S. W., bearing Official Tax Map Nos. 5460124; 4345 Griffith Road, S. W., bearing Official Tax Map No. 5470302 for under addressed lots on Griffith Road, S. W., bearing Official Tax Map Nos. 5470301, 5470303, 5470304, 5470305, and three unaddressed lots on Van Winkle Road, S. W., bearing Official Tax Map Nos. 5470306, 5470307, 5470308, be rezoned from Mixed Use Planned Unit Development Plan (MXPUD), pursuant to Ordinance No. 39610-031813 adopted by Roanoke City Council on Monday, March 18, 2013, to Institutional Plan Unit Development Plan (INPUD), the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Tuesday, February 24, 2015 and Tuesday, March 3, 2015.

(See publisher's affidavit on file in the City Clerk's Office.)

The City Planning Commission submitted a written report recommending approval of the rezoning request, finding that the Amended Application No.2 is consistent with the City's Comprehensive Plan and Zoning Ordinance as it develops an undeveloped site, maximizes development potential of the site, and is sensitive to its relationship with the adjoining neighborhood.

(For full text, see report on file in the City Clerk's Office.)

Council Member Ferris offered the following ordinance:

(#40190-031615) AN ORDINANCE to rezone certain property located at 4414 Pheasant Ridge Road, S. W., 4345 Griffin Road, S. W., four unaddressed lots on Griffin Road, S. W., and three unaddressed lots on Van Winkle Road, S. W., from MXPUD, Mixed Use Planned Unit Development, to INPUD, Institutional Planned Unit Development, subject to certain conditions; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 77, page 404.)

Council Member Ferris moved the adoption of Ordinance No. 40190-031615. The motion was seconded by Council Member Lea.

Due to a personal interest in the abovementioned public hearing, Council Member Rosen advised that he would refrain from participating in any discussions; and read the following statement for the record:

"STATEMENT OF CONFLICT OF INTEREST

"I, Court G. Rosen, state that I have a personal interest in agenda item B.3., regarding the request of PR Homes, LLC, to rezone certain properties because I have a business relationship with an affiliate of PR Homes, LLC.

Therefore, pursuant to Virginia Code Section 2.2-3112, I must refrain from participation in this matter. I ask that the City Clerk accept this statement and ask that it be made a part of the minutes of this meeting.

Witness my signature made this 16th day of March 2015.

S/Court G. Rosen
Court G. Rosen"

(See copy of Statement of Conflict of Interest on file in the City Clerk's Office.)

The Mayor inquired if there were persons present who wished to speak on the matter.

Aubry Holmes, 4423 Pheasant Ridge Road, appeared and spoke in support of the rezoning amendment.

Susan Echert, 5480 The Peaks Drive, Roanoke County, appeared and spoke in support of the rezoning amendment.

There being no additional speakers, Mayor Bowers declared the public hearing closed.

There being no questions and/or comments by the Council Members, Ordinance No. 40190-031615 was adopted by the following vote:

AYES: Council Members Lea, Price, Trinkle, Bestpitch, Ferris, and Mayor Bowers-6.

NAYS: None-0.

(Council Member Rosen abstained from voting.)

**OPERATING AGREEMENT
OF
PR HOMES LLC**

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THIS OPERATING AGREEMENT, dated as of May 30, 2006, by and among the undersigned parties, who by their execution of this Operating Agreement adopt this Agreement as the operating agreement of PR Homes LLC, a Virginia limited liability company (the "Company"), provides as follows:

RECITALS:

The Company has been organized as a limited liability company under the laws of the Commonwealth of Virginia effective as of May 30, 2006, and the undersigned parties wish to enter into this Operating Agreement in order to set forth the terms and conditions on which the management, business and financial affairs of the Company shall be conducted.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

1.01 The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

(a) "Act" shall mean the Virginia Limited Liability Company Act, Va. Code § 13.1-1 000 et seq., as amended and in force from time to time.

(b) "Articles" shall mean the articles of organization of the Company, as amended and in force from time to time.

(c) "Capital Account" shall mean as of any given date the amount calculated and maintained by the Company for each Member as provided in Section 6.04 hereof.

(d) "Capital Contribution" shall mean any contribution to the capital of the Company by a Member in cash, property or services, or a binding obligation to contribute cash, property or services, whenever made. "Initial Capital Contribution" shall mean the initial contribution to the capital of the Company by a Member, as determined pursuant to Section 6.01 hereof.

(e) "Code" shall mean the Internal Revenue Code of 1986 or corresponding provisions of subsequent superseding federal revenue laws.

(f) "Company" shall refer to PR Homes LLC.

(g) "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

(h) "Manager" shall mean a manager of the Company, whose rights, powers and duties are specified in Article V hereof.

(i) "Member" shall mean each Person that is identified as an initial Member in Article III hereof or is admitted as a Member (either as a transferee of a Membership Interest or as an additional Member) as provided in Article VIII hereof. A Person shall cease to be a Member at such time as he no longer owns any Membership Interest.

(j) "Membership Interest"

(i) Except as otherwise provided herein, shall mean the ownership interest of a Member in the Company, which may be expressed as a percentage equal to (a) such Member's Capital Account divided by (b) the aggregate Capital Accounts of all Members. The Membership Interests may be recorded from time to time on a schedule attached to this Operating Agreement.

(ii) For purposes of voting by the Members, the term Membership Interest shall mean the interest of a Member in the Company, which may be expressed as a percentage equal to (a) the sum of such Member's Capital Account plus loans made to the Company by such Member divided by (b) the sum of the aggregate Capital Accounts of all Members plus loans made to the Company by all Members.

(iii) For purposes of allocating incomes, gains, losses, deductions, and credits to a Member, the term Membership Interest shall mean the interest of a Member in the Company, which may be expressed as a percentage equal to (a) the sum of such Member's Capital Account plus loans made to the Company by such Member divided by (b) the sum of the aggregate Capital Accounts of all Members plus loans made to the Company by all Members.

(k) "Operating Agreement" shall mean this Operating Agreement, as originally executed and as amended from time to time.

(l) "Person" shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

ARTICLE II

PURPOSE AND POWERS OF COMPANY

2.01 Purpose. The purposes of the Company shall be to:

(a) Own, acquire, manage, develop, operate, buy, sell, exchange, finance, refinance, and otherwise deal with real estate, personal property, and any type of business, as the Managers may from time to time deem to be in the best interests of the Company;

(b) Acquire, own, buy, sell, invest in, trade, manage, finance, refinance, exchange, or otherwise dispose of stocks, securities, partnership interests, CDS, mutual funds, commodities, and any and all investments whatsoever, that the Managers may from time to time deem to be in the best interests of the Company; and

(c) Engage in any other business and activities, and have all powers not prohibited by law, as the Members may deem to be in the best interests of the Company.

2.02 Powers. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not prescribed by the Articles.

ARTICLE III
NAMES AND ADDRESSES OF MEMBERS; PRINCIPAL OFFICE

3.01 Names and Addresses. Until the Company is otherwise notified by a Member, the names and addresses of the Members are as follows:

James R. Smith
4415 Pheasant Ridge Road, Suite 302
Roanoke, Virginia 24014

BRAMBLETON AVENUE ASSOCIATES, INC.
4415 Pheasant Ridge Road, Suite 302
Roanoke, Virginia 24014

3.02 Principal Office. The principal office of the Company shall initially be at 4415 Pheasant Ridge Road, Suite 302, Roanoke, Virginia 24014. The principal office may be changed from time to time by the Managers.

ARTICLE IV
VOTING POWERS, MEETINGS, ETC. OF MEMBERS

4.01 In General. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

4.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the affirmative vote of the Members holding a majority of the Membership Interest shall be required in order for any of the following actions to be taken on behalf of the Company:

(i) Amending the Articles or this Operating Agreement in any manner that materially alters the preferences, privileges or relative rights of the Members.

(ii) Electing the Managers as provided in Article V hereof.

(iii) Taking any action which would make it impossible to carry on the ordinary business of the Company.

(iv) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.

(v) Loaning Company funds to any Member.

- (vi) Setting any compensation or other remuneration for any Manager.
- (vii) Making any distribution of the assets of the Company to any Member.
- (viii) The indemnification of a Member pursuant to Section 4.12 hereof.
- (ix) The indemnification of a Manager pursuant to Section 5.08 hereof.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of the Members holding a majority of the Membership Interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 4.02(a) above or any other matters which require the approval or consent of the Members.

4.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article. Actions by the Members at meetings of the Members shall be recorded in written minutes and signed by all Members in attendance.

4.04 Annual Meeting. The annual meeting of the Members shall be held on the first Wednesday in July of each year at 10:00 a.m. or at such other time as shall be determined by the Managers for the purpose of the transaction of such business as may come properly before the meeting.

4.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any two Members, or such lesser number of Members as are Members of the Company.

4.06 Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place, either within or outside the Commonwealth of Virginia, is designated by the Managers.

4.07 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the Managers, to each Member, unless the Act or the Articles require different notice.

4.08 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager, or a Member designated by the Managers. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

4.09 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

4.10 Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

4.11 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite number or percentage of such Members necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, the Members holding a majority of the Membership Interests may take action as to any matter specified in Section 4.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

4.12 Indemnification of Members. Provided the Member has acted in good faith and in the best interest of the Company, the Company shall indemnify each Member, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Members may be entitled. The Managers shall, upon the approval affirmative vote of the Members holding a majority of the Membership Interest, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

ARTICLE V **MANAGERS**

5.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by a Chairman Manager, who shall be the chief executive Manager of the Company, a Vice-Chairman Manager, who shall be the chief operating Manager of the Company, and by such other Managers as determined by the Chairman Manager. The Chairman Manager shall determine the duties of each other Manager. Any manager may act alone. The powers so exercised shall be subject to the limitations of Section 4.02 and include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

- (c) Collecting funds due to the Company.
- (d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company including selling all or substantially all of the assets of the Company.
- (e) The delivery of any instrument transferring or affecting the Company's interest in real estate.
- (f) The delivery of any instrument transferring or affecting the Company's interest in personal property.
- (g) To the extent that funds of the Company are available therefore, paying debts and obligations of the Company.
- (h) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.
- (i) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Managers shall determine.
- (j) Making elections available to the Company under the Code.
- (k) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.
- (l) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4.02 hereof.
- (m) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

5.03 Election, Etc. of Managers.

- (a) The Members hereby unanimously elect James R. Smith as the Chairman Manager of the Company and Hunter D. Smith as the Vice Chairman Manager of the Company, to serve until the first annual meeting of the Members and until their respective successors shall be duly elected and qualified.
- (b) The Members shall elect one or more Persons as Managers at each annual meeting of the Company to serve until the next annual meeting of the Company and until their respective successors are duly elected and qualified. In addition, if any Person resigns or otherwise vacates the office of Manager, the Members shall elect a replacement Manager to serve the remaining term of such office, unless one or more other Persons are then serving as Managers and the Members determine not to fill such vacancy. A Person may be removed as a Manager by the Members with or without cause at any time. A Manager may, but shall not be

required to, be elected from among the Members. A Manager may be a natural person or an Entity. Notwithstanding any of the foregoing provisions, the rights of the Members to elect and remove Managers shall be subject to the restrictions set forth in Section 5.03 hereof.

(c) Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, the approval or consent of the Chairman Manager shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles or this Operating Agreement.

5.04 Execution of Documents and Other Actions. The Managers may delegate to one or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided in Section 5.03 hereof.

5.05 Single Manager. If at any time there is only one Person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

5.06 Reliance by Other Persons. Any manager may act alone. Any Person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such Person a copy of the applicable provision of this Operating Agreement or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

5.07 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Members. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

5.08 Indemnification of Managers. Provided the Manager has acted in good faith and in the best interest of the Company, the Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers shall, upon the affirmative vote of the Members holding a majority of the Membership Interest, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

ARTICLE VI
CONTRIBUTIONS TO THE COMPANY AND DISTRIBUTIONS

6.01 Initial Capital Contributions. The Initial Capital Contribution to be made by any Person who hereafter is admitted as a Member and acquires his Membership Interest from the Company shall be determined by the Members.

6.02 Additional Capital Contributions. The Members shall not be required to make additional Capital Contributions to the Company.

6.03 Interests and Return of Capital Contribution. No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution.

6.04 Capital Accounts. Separate Capital Accounts shall be maintained for each Member in accordance with the following provisions:

(a) To each Member's Capital Account there shall be credited the fair market value of such Member's Initial Capital Contribution and any additional Capital Contributions, such Member's distributive share of profits, and the amount of any Company liabilities that are assumed by such Member.

(b) To each Member's Capital Account there shall be debited the amount of cash and the fair market value of any Property distributed to such Member pursuant to any provision of this Operating Agreement such Member's distributive share of losses, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) In the event any interest in the Company is transferred in accordance with the terms of this Operating Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(d) The Capital Account shall also include a pro rata share of the fair market value of any property contributed by a person who is not a Member, such value to be the same value reported for federal gift tax purposes if a gift tax return is filed, and if not, the value in the case of real property shall be determined by an independent M.A.I. appraiser actively engaged in appraisal work in the area where such property is located and selected by the Managers, and otherwise by the certified public accountant or accountants then serving the Company.

(e) If any Member makes a non-pro rata Capital Contribution to the Company or the Company makes a non-pro rata distribution to any Member, the Capital Account of each Member shall be adjusted to reflect the then fair market value of the assets held by the Company immediately before the Capital Contribution or distribution.

6.05 Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members as designated by the Managers.

6.06 Effect of Sale or Exchange. In the event of a permitted sale or other transfer of all or a portion of a Membership Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent they relate to the transferred Membership Interest.

6.07 Distributions. All distributions of cash or other property (except upon the Company's dissolution, which shall be governed by the applicable provisions of the Act and Article IX hereof) shall be made to the Members in proportion to their respective Membership Interests. All distributions of cash or property shall be made at such time and in such amounts as determined by the affirmative vote of the Members holding a majority of the Membership Interest. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section.

6.08 Allocations of Income, Etc. Except as otherwise provided in Section 6.09 hereof, all items of incomes, gains, losses, deductions and credits, whether resulting from the Company's operations or in connection with its dissolution, shall be allocated to the Members for federal, state and local income tax purposes in proportion to their respective Membership Interests.

6.09 Allocation with Respect to Property. If, at any time during the Company's existence, any Member contributes to the Company property with an adjusted basis to the contributing Member which is more or less than the agreed fair market value and such property is accepted by the Company at the time of its contribution, the taxable income, gain, loss, deductions and credits with respect to such contributed property for tax purposes only (but not for purposes of calculating the Members' respective Capital Accounts) shall be shared among the Members so as to take account of the variation between the basis of the property to the Company and its agreed fair market value at the time of contribution, pursuant to Section 704(c) of the Code.

ARTICLE VII

RECORDS, REPORTS, ETC.

7.01 Records. The Company shall maintain and make available to the Members its records to the extent provided in the Act.

7.02 Financial and Operating Statements and Tax Returns. Within seventy-five (75) days from the close of each fiscal year of the Company, the Managers shall cause to be delivered to each Member a statement setting forth such Member's allocable share of all tax items of the Company for such year, and all such other information as may be required to enable each Member to prepare his federal, state and local income tax returns in accordance with all then applicable laws, rules and regulations. The Managers also shall cause to be prepared and filed all federal, state and local tax returns required of the Company for each fiscal year.

7.03 Banking. The funds of the Company shall be kept in one or more separate bank accounts in the name of the Company in such banks or other federally insured depositories as may be designated by the Managers, or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as may be designated by the Managers. All withdrawals from any such bank accounts or investments established by the Managers hereunder shall be made on such signature or signatures as may be authorized from time to time by the

Managers. Any account opened by the Managers for the Company shall not be commingled with other funds of the Managers or interested persons.

7.04 Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Managers serving in office from time to time, and each of them, as such Members true and lawful attorney, in his name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

(i) Any certificate or other instrument which may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction in order to conduct business in any such jurisdiction, to the extent the Managers deem any such filing to be necessary or desirable.

(ii) Any amendment to the Articles adopted as provided in this Operating Agreement.

(iii) Any certificates or other instruments which may be required to effectuate the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement.

(b) It is expressly understood, intended and agreed by each Member for himself, his successors and assigns that the grant of the power of attorney to the Managers pursuant to subsection (a) is coupled with an interest, is irrevocable, and shall survive the death or legal incompetency of the Member or such assignment of his Membership Interest.

(c) One of the ways that the aforementioned power of attorney may be exercised is by listing the names of the Members and having the signature of the Manager or Managers, as attorney-in-fact appear with the notation that the signatory is signing as attorney-in-fact of the listed Members.

ARTICLE VIII
ASSIGNMENT; RESIGNATION

8.01 Assignment Generally. Except as provided in Sections 8.02, 8.03, and 8.04 of this Operating Agreement, each Member hereby covenants and agrees that he will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of his interest in the Company to any person, firm, corporation, trust or other entity without first offering in writing to sell such Membership Interest to the Company. The Company shall have the right to accept the offer at any time during the thirty (30) days following the date on which the written offer is delivered to the Company. Said written notice shall set forth in detail all of the terms and conditions of the offer. The affirmative vote of the non-assigning Members holding a majority of the Membership Interest not being assigned shall be required to authorize the exercise of such option by the Company. If the Company shall fail to accept the offer within the thirty (30) day period, such Membership Interest may during the following 60 days be disposed of free of the restrictions imposed by this Operating Agreement; provided, however, that the purchase price for such interest shall not be less and the terms of purchase for such interest shall not be more favorable than the purchase price and terms of purchase that would have been applicable to the Company had the Company purchased the interest; provided further

that the purchaser shall first become a Member pursuant to this Operating Agreement; and provided further that any interest not so disposed of within the 60-day period shall thereafter remain subject to the terms of this Operating Agreement. Notwithstanding the preceding sentence, no assignee of a Membership Interest shall become a Member of the Company except upon the consent of a majority in interest of the non-assigning Members.

8.02 Gift to Family Member. Notwithstanding Section 8.01, a Member shall not be required to offer to sell his Membership Interest to the Company prior to transferring his Membership Interest to his spouse or any of his descendants, or to a trust the sole beneficiaries of which are one or more of his spouse and his descendants, provided that such transfer is by way of inter vivos gift or testamentary or intestate succession. Notwithstanding the preceding sentence, no assignee of a Membership Interest shall become a Member of the Company except upon the affirmative vote of the non-assigning Members holding a majority of the Membership Interest not being assigned.

8.03 Transfers from Custodianships. Notwithstanding Section 8.01, any Membership Interest which is held by a custodian for a minor under the laws of the Commonwealth of Virginia or any other state shall be fully transferable and assignable to the minor, without an offer being made to the Company, when the minor reaches the age of termination of such custodianship under the applicable statute.

8.04 Purchase of Certain Membership Interests.

(a) Notwithstanding Section 8.01, if an Option Event (as defined below) occurs with respect to any Member (an "Option Member"), the Company shall have the option to purchase the Option Member's Membership Interest upon the terms and conditions set forth in this Section 8.04. For purposes of the foregoing, an "Option Event" shall mean the (i) the occurrence of any of the following events: death, total disability, permitted resignation, dissolution of a Member, or the occurrence of any other event that terminates the continued Membership of such Member in the Company, and (ii) the inability of a Member to pay his debts generally as they become due, or any assignment by a Member for the benefit of his creditors, or the filing by a Member of a voluntary petition in bankruptcy or similar insolvency proceedings, or the filing against a Member of an involuntary petition in bankruptcy or similar insolvency proceeding that is not dismissed within ninety (90) days thereafter. The term "Option Member" shall include an Option Member's personal representative or trustee in bankruptcy, to the extent applicable.

(b) Upon any Option Event occurring to an Option Member, the Option Member shall deliver written notice of the occurrence of such Option Event to the Company. The Company shall have the option, but not the obligation, to purchase the Option Member's Membership Interest at any time during the ninety (90) day period immediately following the date on which it receives notice of the occurrence of the Option Event. Such option shall entitle the Company to purchase such Membership Interest for the fair market value of such Membership Interest. The fair market value of the interest shall be the amount that the Option Member would receive in exchange for his entire interest in the Company if the Company sold all of its assets, subject to their liabilities, at their fair market value as of the date on which the Option Event occurred and distributed the net proceeds from such sale in complete liquidation of the Company. The affirmative vote of the non-Option Members holding a majority of the non-Option Membership Interest shall be required to authorize the exercise of such option by the

Company. Such option must be exercised by delivery of a written notice from the Company to the Option Member during the aforementioned period. Upon delivery of such notice the exercise of such option shall be final and binding on the Company and the Option Member.

(c) If the foregoing option is not exercised, the business of the Company shall continue, and the Option Member shall retain his Membership Interest.

(d) The fair market value of the Option Member's Membership Interest shall be determined as expeditiously as possible by a disinterested appraiser mutually selected by the Option Member and the Company (the Company's selection being made by the non-Option Members). If the Option Member and the Company are unable to agree on a disinterested appraiser, then the Option Member and the Company shall each select a disinterested appraiser and if the disinterested appraisers selected are not able to agree as to the fair market value of the interest, then the two disinterested appraisers shall select a third disinterested appraiser who shall determine the fair market value. The determination of the fair market value of the Option Member's Membership Interest by the appraiser or appraisers shall be conclusive and binding on all parties. All costs of an appraiser mutually selected by the Option Member and the Company or the two disinterested appraisers shall be shared equally by the Option Member and the Company. All costs of an individually selected appraiser shall be borne by the parties selecting such appraiser.

(e) If the option to purchase the Option Member's Membership Interest is exercised by the Company, then not later than thirty (30) days after the date on which the appraisal described above is complete (the "Appraisal Date"), the Company shall make a distribution of property (which may be cash or other assets of the Company) to the Option Member with a value equal in amount to the fair market value of the Option Member's Membership Interest; provided, however, that at the election of the Company such distribution to the Option Member may be made in five (5) equal annual installments, the first of which shall be made on the thirtieth (30th) day after the Appraisal Date and one of which shall be made on the same date in each of the four years thereafter, provided, further, however, that notwithstanding an election by the Company to make the distribution to the Option Member in five equal annual installments, the Company may accelerate without penalty all of such installments at any time or any part of such installment at any time. If the Company elects to make distributions to the Option Member in five equal annual installments as provided herein, the Company, in addition to such annual installments, shall pay the Option Member additional amounts computed as if the Option Member were entitled to interest on the undistributed amount of the total distribution to which the Option Member is entitled hereunder at an annual rate equal to the annual Federal Med-Term Rate in effect under Section 1274(d) of the Code, as determined on the 30th day after the Appraisal Date, which additional amounts, computed like interest, shall be due and payable on the same dates as the annual installments of the distribution payable to the Option Member hereunder. Any unpaid capital contributions of the Option Member and any damages occurring to the Company as a result of the Option Event shall be taken into account in determining the net amount due the Option Member at the dosing, and any excess of such unpaid capital contributions or damages over the amount due at closing shall be netted against subsequent installment payments as they become due.

(f) If at a time when the Company has an option to purchase an Option Member's Membership Interest, it is prohibited from purchasing all or any portion of such Membership Interest pursuant to the Act or any loan agreement or similar restrictive agreement

the Option Member and the remaining Members shall, to the extent permitted by law, take appropriate action to adjust the value of the Company's assets from book value to a fair valuation based on accounting practices and principles that are reasonable under the circumstances in order to permit the Company to purchase such Membership Interest. If the Company becomes obligated to purchase an Option Member's Membership Interest under this Section and the above action cannot be taken or does not create sufficient value to permit the Company to do so, the Company shall be obligated to purchase the portion of the Membership Interest it is permitted to purchase.

(g) In order to fund any obligations under this Operating Agreement, the Company or the Members may maintain such life insurance policies on the lives of one or more Members as the Members determine from time to time to be desirable.

(i) The Members may (but are not required to) purchase and maintain policies of disability and life insurance on the lives of each of the other Members to provide for their obligations under this Agreement. No Member shall possess any incident of ownership in any such policy insuring his life. The policies will be the sole property of the owner. No Member nor any successor, transferee, assignee, or personal representative of any Member shall have any collateral interest in any policy insuring his life.

(ii) If all the Membership Interest of any living Member are transferred pursuant to this Agreement, and if all the obligations of the purchasing Member or Members for payment of the purchase price have been fully satisfied, the said living Member may cause to be purchased from the owner any policy of insurance owned by the Company or any other Member insuring his life, said policy for a price equal to the interpolated terminal reserve of such policy plus any prepaid premiums, less any policy indebtedness.

(iii) Upon the death of a Member, the Company shall purchase and the estate of the deceased shall sell any policy of life insurance owned by such deceased Member insuring the life of any other Member, for a price equal to the net cash surrender value of such policy plus any prepaid premiums, less any policy indebtedness.

(iv) If a living Member sells his Membership Interest pursuant to this Agreement and if such Member dies before receiving the entire purchase price, then the purchasing party or parties shall pay to the estate of said Member an amount equal to the lesser of (1) the amount of the life insurance proceeds received by the purchasing party or parties on account of the death of said Member, (2) the remaining principal amount owned by the purchasing party or parties to the Member as a result of the purchase of the Membership Interest. Such payment from life insurance proceeds shall be credited as a principal prepayment of any note given by the purchasing party or parties. To the extent of any remaining principal balance, such note shall continue in effect according to its terms.

(h) For purposes of this Agreement and notwithstanding anything herein to the contrary, if a Member becomes totally disabled, the following provisions shall apply to the disposition of his Membership Interest in the Company:

(i) Definition: The term "total disability" or "total disabled" means the inability of a Member to perform substantially all of the regular duties of his position with the Company due to sickness or injury. In addition, a Member shall be conclusively deemed to be

totally disabled is he is determined eligible to receive disability benefits from (1) any policy of disability insurance issued by a commercial insurer, (2) a waiver of premium of benefit forming a part of any policy of life insurance, or (3) Social Security. If there is a dispute regarding the existence or continuation of a total disability, the Company may require the Member to submit to an examination by a medical doctor licenses to practice medicine in the Commonwealth of Virginia at such reasonable times as it may require but not more frequently than once in any 90 day period. The Company shall pay for such examination. Any period of total disability shall be deemed to be continuing until the disabled person has either died or has not meet the definition set forth above for a period of three consecutive calendar months.

(ii) **Option to Purchase Membership Interest:** After a Member has been totally disabled for a continuous period of twelve (12) months, the remaining Members shall have an Option to purchase all (but not less than all) of the Membership Interest then owned by the totally disabled Member, upon the price and terms set forth in the Agreement. Such Option shall be exercisable by written notice from the remaining Members to the disabled Member (or his personal representative). This Option shall be exercisable until the first to occur of (1) the termination of the disability by recovery or death, (2) the other conveyance of all the Membership Interest of the disabled Member in accordance with the terms and conditions of this Agreement.

8.05 **Absolute Prohibition.** Notwithstanding any other provision in this Article VIII, the Membership Interest of a Member, in whole or in part, or any rights to distributions there from, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel for the Company or such action would result in a violation of federal or state securities laws in the opinion of counsel for the Company.

8.06 **Transferee Acquiring Interest in Company.** No Person, other than the initial Members, who is a transferee of a Membership Interest in the Company shall be admitted as a Member of the Company, except upon the affirmative vote of the non-assigning Members holding a majority of the Membership Interest not being assigned.

8.07 **Resignation.** No Member shall be entitled to resign from the Company except upon the unanimous written consent of the Members. Any attempted resignation, without such consent shall be of no force or effect.

8.08 **Effect of Prohibited Action.** Any transfer or other action in violation of this Operating Agreement shall be void ab initio and of no force or effect whatsoever.

8.09 **Rights of an Assignee.** If an assignee of a Membership Interest is not admitted as a Member, such assignee shall nevertheless be entitled to receive such distributions from the Company as the assigning Member would have been entitled to receive under Section 6.07 of this Operating Agreement with respect to such Membership Interest had the assigning Member retained such Membership Interest.

8.10 **Mexican Shootout.** Notwithstanding the other provisions of Article VIII, in the event there arises a disagreement involving the management of the Company, a Member (the "Initiating Member") shall have the right to offer to purchase the entire Membership Interest of

all the other Members (the "Responding Members") by delivering a written notice to the Responding Members stating the purchase price for such purchase and the terms of payment. The Responding Members shall have 90 days to deliver a written notice to the Initiating Member stating whether one or more of the Responding Members accepts such offer on the terms proposed or elect to purchase the Initiating Member's entire Membership Interest on the same terms as proposed by the Initiating Member, adjusted to reflect the difference in Membership Interest (for example: if the Responding Members own 75% of the Membership Interest in the Company and the Initiating Member offers to pay \$75 for their Membership Interest, the Responding Members may purchase the Initiating Member's Membership Interest in the Company for \$25 [$\$75 / 75\% = \$100 \times 25\% = \25]). If one or more of the Responding Members so elect to purchase the Membership Interest of the Initiating Member, the Initiating Member must sell his Membership Interests in accordance with the terms of the initial offer. The purchase by the Initiating or Responding Member, as the case may be, contemplated above must take place within 30 days after the expiration of the 90 day period described above. Each Member shall pay his own costs in connection with any such purchase or sale. In addition to the amount for the Membership Interest, the offer must also include the payment of any loans made to the Company by the Member or Members who are selling.

ARTICLE IX

DISSOLUTION AND TERMINATION

9.01 Event of Dissolution. The Company shall be dissolved upon the first to occur of the following:

- (a) Any event which under the Articles requires dissolution of the Company.
- (b) The unanimous written consent of the Members to the dissolution of the Company.
- (c) At any time there are no members; however, unless otherwise provided in the Articles, the limited liability company is not dissolved and is not required to be wound up if, within six months or such period as is provided for in the Articles after the occurrence of the event that caused the dissociation of the last remaining member, the personal representative of the last remaining member agrees in writing to continue the limited liability company until the admission of the personal representative of such member or its nominee or designee to the limited liability company as a member, effective as of the occurrence of the event that caused the dissociation of the last remaining member.
- (d) The entry of a decree of judicial dissolution of the Company as provided in the Act.
- (e) Any event not set forth above which under the Act requires dissolution of the Company.

9.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members in proportion to their Membership Interests and in satisfaction thereof, and/or

(b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of his Membership Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Membership Interest.

9.03 Orderly Liquidation. A reasonable time as determined by the Managers not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

9.04 Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Managers (or the person or persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Managers (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Company shall distribute the balance thereof in the manner provided in the following subsections; then

(c) Third, to the Members to the extent of their respective positive Capital Account balances in the ratio of said Capital Accounts, after first taking into account the allocations prescribed by Section 9.05 below; then

(d) Fourth, to the Members in proportion to their respective Membership Interests.

(e) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested M.A.I. appraiser actively engaged in appraisal work in Newport News, selected by the Managers (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsections if such property were sold at such fair market value.

9.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 6.08 above.

9.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his Capital Contribution. If the Company property remaining after the payment or discharge of the debts

EXHIBIT A

<u>MEMBER</u>	<u>MEMBERSHIP INTEREST</u>
James R. Smith	99 %
Brambleton Avenue Associates, Inc.	<u>1 %</u>
TOTAL	100%

10.08 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

10.09 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.10 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.


10.11 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

10.12 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.13 Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.

The undersigned, being all the Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, unanimously adopted by the Members of the Company as of the date first written above.

MEMBERS:



James R. Smith

Brambleton Avenue Associates, Inc.,

By:  _____
James R. Smith, President

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, May 30, 2006

This is to certify that the certificate of organization of

PR Homes LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: May 30, 2006



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF PRMC, LLC

This Limited Liability Company Operating Agreement (this "**Agreement**") of PRMC, LLC, is effective as of the 14th day of July, 2015 by SP PR MC, LLC, a Virginia limited liability company, as its member (the "**Member**"). Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such capitalized terms in the Investment Agreement dated August 1, 2015, among affiliates of the Member and others, as the same may be from time to time amended (the "**Investment Agreement**").

The Member in accordance with the Virginia Limited Liability Company Act, as amended from time to time (the "**Act**"), hereby agrees with the Company as follows:

1. Name. The name of the limited liability company shall be PRMC, LLC (the "Company").

2. Purpose.

(a) The Company is formed for the object and purpose of and the nature of the business to be conducted and promoted by the Company is, to acquire, hold, maintain, develop, improve, operate, sell, lease, finance, dispose of and otherwise invest in real property located in Roanoke City, Virginia, plus any contiguous land acquired to enhance such real property.

(b) In furtherance of the Company's purpose and subject to the provisions hereof, the Company shall have the power to enter into and perform contracts, own, mortgage, lease, pledge or otherwise deal with assets, exercise all rights, powers, and privileges and other incidents of ownership with respect to assets or investments, borrow money and issue notes, drafts, and bills of exchange, lend any of its assets or funds, issue guaranties and indemnities, invest its liquid assets in short-term money market instruments and certificates of deposit, maintain one or more offices, rent space, engage and retain personnel and agents and undertake such other activities as may be necessary or desirable to achieve the Company's purpose.

3. Registered Office. The address of the registered office of the Company in the Commonwealth of Virginia is c/o 4423 Pheasant Ridge Road, Suite 301, Roanoke, VA 24014.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the Commonwealth of Virginia is Craig A. Penny.

5. Member. The name and the business, residence or mailing addresses of the Member is as follows:

Name

SP PR MC, LLC

Address

c/o Smith/Packett Med-Com, LLC
4423 Pheasant Ridge Road, Suite 301
Roanoke, Virginia 24014
Attention: Hunter D. Smith

6. Powers. The Company shall have the power and authority to do any and all acts necessary or convenient to or in furtherance of the purposes described in Section 2 hereof, including all power and authority, statutory or otherwise, possessed by, or which may be conferred upon, limited liability companies under the laws of the Commonwealth of Virginia.

7. Management; Officers.

(a) The management of the Company shall be vested in the Member. James R. Smith and Hunter D. Smith, acting individually or jointly, are hereby designated as authorized persons within the meaning of the Act, to execute, deliver and file the certificate of formation of the Company and, together with other persons that may hereafter be designated, such other certificates as may be necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

(b) Subject to the terms and conditions hereinafter set forth, the Member appoints James R. Smith as Chairman Manager and Hunter D. Smith as Vice Chairman Manager of the Company. In such capacities, James R. Smith and Hunter D. Smith shall each have the authority, acting individually or together, from time to time to execute, acknowledge and deliver, in the name and on behalf of the Company, any and all documents, instruments and agreements, but only if directed to do so by the Member. The Member may revoke such authority and terminate James R. Smith or Hunter D. Smith, or both of them, at any time, with or without cause, by providing written notice to the terminated officer or officers. Such delegation of authority by the Member shall not cause the Member to cease to be the "manager" of the Company within the meaning of the Act. The Member, in its sole discretion, may ratify any act previously taken by an officer or agent acting on behalf of the Company.

8. Reliance by Third Parties. Any person or entity dealing with the Company may rely upon a certificate signed by the Member as to:

(a) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company, and

(b) the persons who or entities which are authorized to take any action or refrain from taking any action as to any matter whatsoever involving the Company.

9. Dissolution. The Company shall have perpetual existence unless it shall be dissolved and its affairs shall have been wound up upon (a) the death, retirement, resignation, permanent disability, bankruptcy or dissolution of the Member or the adjudication of insolvency of the Member pursuant to a judgment or order which remains in force for ninety (90) days after its entry, (b) the sale, foreclosure or other disposition of all or substantially all of the property of the Company and the collection by the Company and distribution to the Member of all proceeds directly or indirectly from such sale (whether such proceeds be cash, notes or other property), but a disposition referred to in this subsection does not include the granting of a lien or security interest in any property of the Company, (c) the written consent of the Member, (d) the issuance of a decree by a court of the dissolution of the Company, or (e) the bankruptcy of the Company.

10. Capital Contributions. The Member has contributed \$10 in cash, and other good and valuable consideration, as its initial capital contribution to the Company.

11. Additional Contributions. The Member may make, but shall not be required to make, any additional capital contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

14. Assignments. The Member may assign its limited liability company interest to any person, which person shall become a Member upon the filing of the instrument of assignment with the records of the Company.

15. Resignation. The Member may not resign from the Company.

16. Amendments. This Agreement may be amended or restated from time to time by the Member.

17. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

18. Liability and Indemnification. To the fullest extent permitted by applicable law, the Member and its Affiliates (collectively, the "**Indemnified Parties**") are hereby indemnified by the Company for any loss, damage or claim by reason of any act or omission performed or omitted by it on behalf of the Company and in a manner reasonably believed by it or them to be within the scope of the authority conferred on it by this Agreement, except that the Indemnified Parties shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by it by reason of fraud, embezzlement, gross negligence, willful misconduct or breach of its fiduciary duty with respect to such acts or omissions; provided, however, that any indemnity under this Section 18 shall be provided out of and to the extent of Company assets only, and the Member shall have personal liability on account thereof, or be required to make a capital contribution or loan to indemnify or otherwise reimburse any Indemnified Party. The losses, damages and claims for which the Indemnified Parties are indemnified hereunder shall include any loss, damage or claim under any guaranty or indemnity executed by an Indemnified Party

with respect to any indebtedness of the Company so long as such indemnification is permitted by the terms of the applicable guaranty, indemnity and associated loan documents and such loss, damage or claim does not result from the fraud, embezzlement, gross negligence, willful misconduct or intentional breach of a material fiduciary duty of such Indemnified Party. As used herein, the term "**Affiliate**" shall mean, with respect to any Member, a person or entity that (i) is directly or indirectly (through one or more intermediaries) in control of, under common control with, or controlled by a Member or (ii) is related by blood or marriage to an individual that directly or indirectly (through one or more intermediaries) controls a Member or (iii) is a person or entity that directly or indirectly (through one or more intermediaries) is in control of, under common control with, or controlled by a person or entity that is an Affiliate of a Member pursuant to clause (i) or clause (ii). For purposes of this definition, "control" means either (A) ownership of 10 percent (10%) or more of the beneficial interest in an entity, or (B) possessing voting power with respect to an entity or otherwise possessing the power to direct the management and policies of an entity by contract or otherwise.

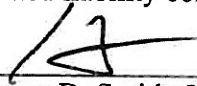
19. Governing Law. This Agreement shall be governed by, and construed under, the Laws of the Commonwealth of Virginia, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date and year first aforesaid.

MEMBER:

SP PR MC, LLC

By: Smith/Packett Med-Com, LLC, a Virginia
limited liability company, its manager

By: 

Hunter D. Smith, Vice Chairman Manager